

**AGREEMENT**

**BETWEEN**

**COMMUNICATIONS WORKERS OF AMERICA  
AFL-CIO**

**AND**

**VERIZON CONNECTED SOLUTIONS INC.**

**August 3, 2003**



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**AGREEMENT  
BETWEEN  
COMMUNICATIONS WORKERS OF  
AMERICA, AFL-CIO  
AND  
VERIZON CONNECTED SOLUTIONS INC.**

This Agreement, dated September 4, 2003 and effective August 3, 2003 is between the Communications Workers of America, AFL-CIO (District 2 and the Delaware unit of District 13) (hereinafter called the “Union” or “CWA”) and Verizon Connected Solutions Inc. (hereinafter called the “Company” or “Connected Solutions”).

The complete understanding between the Union and the Company has been set forth in this Agreement and exhibits and attachments hereto. Any amendment to this Agreement or any interpretation of the true intent and meaning of the provisions of this Agreement officially and mutually agreed to by the parties concerned shall be committed to writing and signed by the duly authorized representatives of the parties.

***ARTICLE 1***  
**GENERAL PROVISIONS**

**Section 1**

This Agreement is a successor to the August 6, 2000 collective bargaining agreement between the Communications Workers of America, AFL-CIO (District 2 and the Delaware unit of District 13) (the “Union”) and Verizon Connected Solutions Inc. (for-

merly “Bell Atlantic Communications and Construction Services, Inc.,” the “Company”) but it is not a prehire agreement pursuant to Section 8(f) of the National Labor Relations Act. Its purpose is to promote efficiency of operations and provide for peaceful settlement of all labor disputes thereby assuring the timely and economical completion of work.

## **Section 2**

It is also the intent of the parties to establish and maintain harmonious relations among all parties to the Agreement, to secure optimum productivity and to eliminate delays in the performance of the work undertaken.

## **Section 3**

This Agreement shall apply to work performed by bargaining unit employees in the titles of “Multi-Media Services Technician,” “Senior Multi-Media Services Technician” and any other titles which the parties may agree to add to this Agreement within the states/city of Delaware, Maryland, Virginia, West Virginia and Washington, D.C..

## **Section 4**

The work itself shall include installation and maintenance/repair of all facilities and equipment including, but not limited to, telephony and video, from what is commonly referred to as the terminal/TAP/ONU up to and including the “set top box” and other termination points/outlets within the customer’s residence and/or place of business.

## **Section 5**

Employees may also be assigned other tasks, such as training the customer on how the product and/or service works and how the product and/or service was installed or repaired, selling products and services to the customer and collecting monies (e.g., deposits, etc.) and other fees (e.g., installation fees, etc.) that are due the Company.

# ***ARTICLE 2***

## **RECOGNITION AND COLLECTIVE BARGAINING**

### **Section 1**

The Company recognizes and acknowledges the Union as the exclusive representative of the non-supervisory employees in the titles of “Multi-Media Services Technician” (MST), “Senior Multi-Media Services Technician” (SMST) and any other titles which the parties may agree to add to this Agreement within the states/city of Delaware, Maryland, Virginia, West Virginia and Washington, D.C. for the purpose of collective bargaining and as their sole collective bargaining agent with respect to rates of pay, wages, hours of employment, and other conditions of employment, and for the purpose of entering into understandings and agreements with reference thereto.

### **Section 2**

Wherever in this Agreement there is a provision for a notice of any kind to be served by the one party upon the other, it is mutually agreed to be sufficient

for this purpose when the Union sends its notice to the Company's office of Director of Labor Relations, or when the Company sends its notice to the offices of CWA District 2 and CWA District 13.

### ***ARTICLE 3***

## **MANAGEMENT RIGHTS**

### **Section 1**

Except as expressly limited by the provisions of this Agreement, management possesses all rights, powers and authorities, including but not limited to the right to manage, direct and operate its business and property efficiently; to hire, assign, promote, demote, transfer, layoff its employees; to discipline and discharge its employees for just cause; to discontinue, consolidate, or change any of its operations or organization; to determine the location, scheduling and character of work assignments and the sufficiency and quality of work performance of its employees; to subcontract work; and to establish reasonable rules for employee safety, conduct and orderly operations. This Agreement includes all exhibits, attachments and amendments hereto.

### ***ARTICLE 4***

## **WAGES AND BASIS OF COMPENSATION**

### **Section 1**

The basic hourly wage rates and schedules for employees in the titles of Multi-Media Services

Technician (MMST) and Senior Multi-Media Services Technician (SMMST) are contained in Attachment A

## **Section 2**

Employees may be engaged or reengaged at basic hourly wage rates in excess of the minimum start rate, at the Company's discretion.

## **Section 3**

The Company may, for reasons of individual employee performance at its discretion, withhold scheduled increases as set forth in the wage schedule, Section 1 above, for up to six (6) months but no more than twice, per employee, during the term of this Agreement.

## **Section 4**

The Company may implement team-based incentive pay linked to service and productivity standards set by the Company (up to 20% of base wage) paid quarterly or semi-annually. The Company will meet with the Union to solicit input and review the details of the team-based incentive pay plan prior to its implementation. This section may not be arbitrated.

## **Section 5**

The Company may assign employees to "Lead Technician" positions. Lead Technicians will coordinate the work activities of groups of workers, contribute to the training of employees and perform other duties assigned by the Supervisor, but not including hiring, promoting, laying off, recalling, handling grievances, administering discipline or doing em-

ployee appraisals. An employee assigned to a Lead Technician position shall be paid an extra ten dollars (\$10.00) per day assigned.

## **Section 6**

Employees shall be paid at the basic hourly wage rate for all time worked, except as otherwise provided in this Agreement.

## **Section 7**

(a) Time considered worked shall be limited to time actually worked, time excused as a holiday, vacation day, or time excused with pay to attend a grievance meeting as set forth in Article 6 Section 2(d). Holiday and vacation pay will be based on the employee's normal work schedule.

(b) Employees failing to report for scheduled work on the holiday, or for scheduled work on the day preceding or following the holiday, shall receive no pay for the holiday, unless such absences are excused. Provided they are reported to supervision in advance, absences for illness will be excused; and absence for other reasons may be excused by supervision at its discretion. This provision (Section 7(b)) may be grieved but not arbitrated.

## **Section 8**

Other Excused Time Not Counted As Time Worked

(a) Absence for Jury Duty - An employee who is absent because of jury duty summons will be paid for such absence; provided, however, the employee must notify the Company that he has been summoned and he must furnish certification of the dates and hours of

service from a duly authorized court. If the employee is excused from serving as a juror for the entire day, he shall report for work as scheduled or as soon thereafter as is possible. If the employee is excused from serving as a juror, for any portion of the day, he shall communicate with supervision for an assignment that is reasonable under the circumstances.

**(b) Death in Family** - An employee who is absent because of a death in his immediate family shall be paid for absent time but not more than three (3) normal work days (tours) he is scheduled to work as part of his normal work week. Thereafter, solely at the discretion of the Company, an employee may take part or all of his remaining eligible vacation time or excused time without pay because of a death in his immediate family. "Immediate family" means the employee's spouse, children, parents, brothers, sisters, mother-in-law, father-in-law, step children, step parents, grandparents, and, effective January 1, 2004, domestic partner as described and identified in the "Domestic Partner Agreement".

**(c) Illness Absences** - Employees with three (3) years' service or more will be paid for days of absence due to their own illness up to a maximum of four (4) days per year. Employees with two (2) but less than three (3) years' service will be allowed up to three (3) such paid sick days per year. Employees with more than one (1) but less than two (2) years' service will be allowed two- (2) such paid sick days per year. Additional sick time may be excused without pay, but regular attendance will be a condition of employment. Effective January 1, 2004, in the event (i) no illness absence paid days have been used by an

employee within the calendar year, and (ii) if, thereafter, an employee exhausts his paid sick days as a result of an absence which transitions into a Disability as that term is defined in Article 12, Section 6 (b)(2), then, in that event, the employee will be allowed one additional illness absence paid day for that calendar year for that absence.

## **Section 9**

(a) Employees shall be paid at the rate of one and one-half times their basic hourly wage rate for all hours worked in excess of a forty- (40) hour work week.

(b) Employees shall be paid at the rate of one and one-half times their basic hourly wage rate for all time worked in excess of a normal work day; provided that any such overtime payments shall be credited against any overtime payments required under Article 4 Section 9(a).

(c) Telephony Operations - An employee in Telephony Operations will be required to work no more than a total of fifteen (15) overtime hours in any payroll week, except in case of emergency, long-term service difficulties or if the employee consents to work additional overtime beyond the fifteen (15) hours. An "emergency" is defined as an event of national importance, fire, explosion, or other catastrophe, severe weather conditions, major cable and equipment failures, or an act of God. The parties recognize that service difficulties for an extended period may develop from time to time during which suspension of the above overtime limitations would be appropriate. In the event such service difficulties

develop, the Company and the Union will meet to discuss the problem and determine how to best deal with the situation. Management will first attempt to use volunteers to meet overtime needs. When there are not enough volunteers and overtime is assigned, management will review an employee's request to be excused if timely presented, and will accept excuses that are reasonable after considering the circumstances of the employee and the needs of the business. If requested by the Union, the Company will provide a list which depicts the number of overtime hours worked by employees.

### **Section 10**

Higher Craft Pay - Temporary Assignment - Employees who are temporarily assigned to work, and work in a title carrying a higher maximum rate for one (1) or more hours, shall have their basic hourly rate adjusted for all hours to be paid on the day involved by the difference between the maximum hourly rate for their title and the maximum hourly rate for the title to which they are temporarily assigned.

### **Section 11**

All steps of the basic hourly wage schedules shall be increased, annually, as follows (refer to Attachment A):

August 3, 2003 – 3.5%

August 8, 2004 – 3.5%

August 7, 2005 – 3.0%

August 6, 2006 – 3.0%

August 5, 2007 – 3.0%

**ARTICLE 5**  
**HOLIDAYS AND VACATIONS**

**Section 1.**

**Holidays**

(a) Specified Holidays shall be:

New Year's Day

President's Day (third Monday in February)

Memorial Day (last Monday in May)

Independence Day

Labor Day

Thanksgiving Day

Friday Immediately After Thanksgiving  
Day (effective January 1, 2004)

Christmas Day

Personal Holiday

(b) Holidays falling on a Saturday or Sunday which are not normally scheduled work days shall be observed on Friday for Saturday holidays and on Monday for Sunday Holidays.

(c) When a specified holiday falls within an employee's vacation period, an additional day of vacation shall be provided.

(d) After completing three (3) months of service, an employee will be eligible to schedule and take their Personal Holiday.

(e) Employees who are assigned and work a full tour on a holiday will, at the employee's discretion, be given an additional day off to be scheduled and taken no later than March 31st of the following year, or given a holiday allowance equal to one normal work day's (tour's) pay at the basic hourly wage rate. This

holiday allowance is in addition to the payment for time worked on a holiday which will be paid at the basic hourly wage rate.

## **Section 2.**

### **Vacations**

(a) Eligibility for paid vacation shall be as follows:

<u>Seniority/NCS</u>	<u>Vacation Weeks</u>
Less than 6 months	0
6 months but less than 1 year	1
1 year but less than 5 years	2
5 years but less than 15 years	3
15 years or more	4

(b) Up to one week of current year's vacation may be carried over and taken no later than December 31st of the following year. Within the discretion of the Company and with approval of the employee, the Company may buy-back from the employee any unused week(s) and/or day-at-a-time vacation within the calendar year.

(c) No more than one (1) week of vacation may be scheduled day-at-a-time.

(d) An employee who leaves the service of the Company before his/her vacation is completed shall be granted pay in lieu of such vacation.

## **ARTICLE 6**

### **GRIEVANCE PROCEDURE**

#### **Section 1.**

Any individual employee or group of employees shall have the right to present grievances directly to

the Company and to have such grievances adjusted as long as the adjustment is not inconsistent with the terms of this Agreement, in accordance with Section 9(a) of the National Labor Relations Act.

## **Section 2.**

The following provisions shall apply to the presentation and processing of all grievances by the Union:

**(a) How Grievances are Presented:** the grievance shall be in writing or presented orally and shall specify, the aggrieved employee(s), the action(s) complained of, dates of occurrence, the contract provision(s) alleged to have been violated, and the remedy requested. Inaccurate or incomplete information referred to in this Section at Step One of the grievance procedure shall not preclude the grieving party from introduction of further statements of fact or information at the Second Step of the grievance procedure.

**(b) Time Limit for Presenting Grievances:** No grievance need be considered by the Company or the Union unless presented within thirty (30) calendar days after the action or occurrence complained of first occurred. In no event shall the settlement of any grievances have retroactive effect more than thirty (30) calendar days prior to the initial presentation of the grievance. Except that for grievances regarding Article 4 Sections 1, 10 and 11, the retroactive effect shall not be more than one-hundred ten (110) days.

**(c) Grievance Terminated Unless Appealed:** At the conclusion of the first step in the grievance procedure, the grievance shall be considered as finally dis-

posed of unless it is appealed to the second step within the specified time limits.

**(d) Limitations on the Number of Persons Attending Grievance Meetings:** The total number of persons designated by the Union to attend grievance meetings with Company representatives shall not exceed two (2) at the first step and three (3) at the second step. One Union steward at the first step and one Union steward at the second step will be excused with pay to attend the grievance meeting.

**(e) Types of Grievances:** Issues involving interpretation and application of provisions of the Agreement (unless specifically excluded), suspensions, demotions and dismissals may be grieved.

### **Section 3.**

#### **Grievance Meeting Procedure:**

**(a) First Step:** The grievance shall be presented orally or in writing, as specified in Section 2(a) above, to the employee's second tier/level manager, or his designee. The meeting at this step shall be held concurrent with the presentation or within fourteen (14) calendar days after the request to meet. The response at this step will be confirmed in writing.

**(b) Second Step:** If the grievance is appealed to the second step, the Union shall submit a written statement of appeal to the Company's office of Director of Labor Relations within fourteen (14) calendar days following the First Step. The written grievance statement if presented in writing, from the First Step, should be attached to the written statement of appeal. The response at this step will be confirmed in writing.

## **Section 4.**

If the parties remain in disagreement at the conclusion of the Second Step, the Union, within thirty (30) calendar days may submit the grievance to arbitration upon written notice to the Company stating the issue to be decided, provided the grievance involves:

(a) Interpretation and Performance: The interpretation or application of any of the specific expressed terms of this Agreement not specifically excluded from arbitration and not involving discipline; or

(b) whether or not an employee who at the time of suspension, dismissal, or demotion had twelve (12) or more months of completed net credited service, was suspended, dismissed, or demoted for just cause, and if not, what is the appropriate remedy.

## ***ARTICLE 7*** **ARBITRATION**

### **Section 1.**

Only those matters made subject to arbitration in Article 6 Section 4 shall be subject to arbitration. No demand for arbitration shall be made more than one hundred and twenty (120) days after the grievance was first presented to the Company for adjustment in accordance with Article 6, unless extended by written agreement of the parties. The arbitration shall be conducted before and a decision rendered by a single arbitrator who shall be bound by the provisions of this Agreement and shall not have the power to add to, subtract from, or modify any provision of this Agreement.

## **Section 2.**

The Arbitration shall be conducted under the American Arbitration Association (AAA) and shall be conducted under the Voluntary Labor Arbitration Rules then in effect of the AAA as to any procedural matter not specifically covered by this Agreement.

## **Section 3.**

The compensation and expenses of the arbitrator and of the AAA shall be borne equally by the parties. However, if a late cancellation fee is incurred the party who cancelled the hearing shall pay the entire cost of that charge. If a transcript is prepared the cost shall be shared equally by the parties, unless prior to the arbitration hearing one party has advised that it does not want a transcript. In that event, the other party shall be solely responsible for the cost of the transcript if one is prepared and a copy shall be provided to the arbitrator but not to the party who declined a transcript.

# ***ARTICLE 8***

## **WORK BY SUPERVISORS**

### **Section 1.**

Incidental to their normal duties, supervisors and other management employees may occasionally perform work normally done by employees represented by the Union. Supervisors shall not perform such work where it would result in any meaningful reduction of bargaining unit work. Such work would be limited to: emergencies, training activities, delivery

of tools and equipment, other assistance incidental to a supervisory job site visit, or situations in which no qualified employee can be reached and is available.

## ***ARTICLE 9***

### **NONDISCRIMINATION**

#### **Section 1.**

In a desire to restate their respective policies, neither the Company nor the Union shall unlawfully discriminate against any employee because of such employee's race, color, religion, sex, sexual orientation, union activity, age or national origin or because the employee is handicapped, a disabled veteran or a veteran of the Vietnam era.

#### **Section 2.**

The use of masculine or feminine gender in this Agreement shall be construed as including both genders and not as sex limitations.

## ***ARTICLE 10***

### **WORK STOPPAGES AND LOCKOUTS**

#### **Section 1.**

During the term of this Agreement, there shall be no strikes, sympathy strikes, picketing, work stoppages, slowdowns or other disruption of work for any reason by the Union or by any employee, and there shall be no lockout by the Company. This provision does not preclude peaceful informational picketing on

employees' own time. Provided, however, that employees will not be disciplined for refusing to cross lawful picket lines (not including informational picketing) but, in such event, they may, at management's discretion, be sent home and not paid for the remainder of the day if other work is not reasonably available, and any restrictions on management working and subcontracting will be temporarily removed with respect to the relevant work site.

**ARTICLE 11**  
**MOVEMENT TO VERIZON**  
**TELEPHONE COMPANIES**

**Section 1.**

The Company will obtain from the Verizon telephone companies information on job openings. Qualified employees with at least two- (2) years service will be eligible to apply for such positions as business needs of the Company dictate. In addition, persons hired on or after August 6, 2000, into the Senior Multi-Media Services Technician title and those employees who are promoted on or after August 6, 2000, into the Senior Multi-Media Services Technician title must remain in that title for a period of forty-two (42) months before they become eligible to apply for positions in Verizon Operating Telephone Companies (formerly Bell Atlantic South OTCs).

**Section 2.**

The Company has obtained the agreement of Verizon OTCs that if they employ such persons their net credited service with the Company will be recog-

nized for pension purposes to the same extent as other participants coming into the OTCs associate pension plan. In all other respects, net credited service will be applied as required in the applicable collective bargaining agreements between Verizon OTCs and CWA.

### **Section 3.**

Disputes concerning this Article may not be grieved or arbitrated.

## ***ARTICLE 12*** **BENEFITS**

### **Section 1.**

#### **Eligibility for Benefits:**

Regular employees of the Company shall be eligible to be covered by Company-sponsored health and welfare plans in the calendar month following the sixth month of service. A full-time or part-time employee may elect to participate in the medical plan prior to that date by paying the applicable premium, which will be based on actual plan costs per participant as determined by the Company from time to time. For a part-time employee who is scheduled to work less than 25 hours per week and who, after six months of service, wishes to be covered under the medical and dental plans maintained by the Company, the employee may purchase coverage by electing to have a full or 50% premium withheld from pay. The amount of the premium will be based on the employee's scheduled hours on the records maintained by the supervisor, in bands of 0-16 hours per week (no

Company contribution; 100% employee-paid), 17-24 hours (50% Company-paid premium), where the term “premium” refers to the actual average cost of coverage under each applicable benefit plan, as determined by the Company.

(a) Amendment to Benefit Plans - Benefit plans in this Article may be amended from time to time. However, benefit levels may not be diminished nor may services covered by the plans be removed by such amendments without prior agreement by the Union.

## **Section 2.**

### **Medical Benefit Plan**

(a) General Provisions:

Eligible employees shall be entitled to benefits in accordance with the schedule set forth herein. The Managed Care Health Plan (MCHP) may be amended from time to time over the term of this Agreement. However, benefit levels may not be diminished nor may services covered by the MCHP be removed by such amendments without prior agreement of the Union.

(b) The following is the benefit schedule of the MCHP that includes modifications to Wellness Benefits effective January 1, 2004:

<b>COVERED SERVICES</b>	<b>IN/OUT OF NETWORK OUT OF AREA (OOA)</b>
Annual Deductible	IN: \$0 OUT: \$500 individual, \$1000 family OOA: \$250 individual, \$500 family
Annual Out-of-Pocket Maximum	IN: \$1500 individual, \$4500 family OUT: \$4000 per person OOA: Same as in network
Lifetime Maximum	Unlimited
Primary Care Physician Required	IN: Yes OUT: No OOA: No
Inpatient Hospital Service	IN: 90% of network negotiated fee (NNF) OUT: 70% of Reasonable and Customary Rates (R&C) OOA: 90% of R&C **For OUT and OOA, \$250 penalty if no pre-admission review

Doctor office visits	IN: \$15 copay OUT: 70% of R&C OOA: 90% of R&C
X-Ray and Lab Test	IN: 90% of NNF OUT: 70% of R&C OOA: 90% of R&C
Licensed Chiropractor	IN: \$15 copay OUT: 70% R&C (\$500 annual limit) OOA: 90% R&C(\$500 annual limit)
Mental Health - Inpatient -30 days pp/py	IN: 90% of NNF OUT: 70% of R&C OOA: 90% of R&C
Mental Health - Outpatient - 25 visits per year	IN: \$15 copay OUT: 50% of R&C OOA: 50% of R&C
Substance Abuse - Inpatient -Maximum of two 30-day stays per lifetime -Maximum reimbursement is \$250 per day	IN: 90% of NNF OUT: 70% of R&C OOA: 90% of R&C

<b>COVERED SERVICES</b>	<b>IN/OUT OF NETWORK OUT OF AREA (OOA)</b>
Substance Abuse - Outpatient	IN: \$15 copay OUT: 50% of R&C OOA: 50% of R&C ** For OUT and OOA - 25 visits per year
Prescription Drugs –Retail	ALL: 90% of NNF for generic, and 80% of NNF for brand, using a participating pharmacy -In no event will charge be more than \$25 for a 30 day supply at a participating pharmacy
Prescription Drugs –Mail order	ALL: \$10 copay for generic, \$15 for brand name, up to 90 day supply, using mail order program
Wellness Benefits	IN: \$15 copay OUT: 70% of R&C OOA: \$15 copay <ul style="list-style-type: none"> <li>• 6 exams during child's first 12 months</li> <li>• 2 exams during 13th-24th months of life</li> <li>• 1 exam per year from age 3 up to age 18</li> </ul>

	<ul style="list-style-type: none"> <li>• 1 exam every 2 years for ages 18-65</li> <li>• 1 exam per year for age 65 and over</li> <li>• Mammography <ul style="list-style-type: none"> <li>- 1 Baseline between age 35-39</li> <li>- 1 every 24 months age 40-44</li> <li>- 1 every calendar year age 45 and over</li> </ul> </li> <li>• Pap Smear - 1 per calendar year</li> </ul>
<p>Outpatient Surgery</p>	<p>IN: 90% at hospital; \$15 copay at doctor's office, if pre-certified  OUT: 70% of R&amp;C, if pre-certified  OOA: 90% of R&amp;C, if pre-certified</p>
<p>Emergency Care</p>	<p>IN: 90% if an emergency or pre-certified; otherwise 70%; subsequent admission treated as any other admission  OUT: 90%, no deductible, if an emergency or pre-certified; otherwise 70% after deductible; subsequent admission treated as any other admission  OOA: Same as in network</p>

(c) The MCHP will be administered by a vendor(s) selected by the Company. It will be within that third-party administrator's responsibility and within that administrator's discretion, to establish, develop and maintain the network, and to determine the appropriate addition or deletion of providers for the network. The third party administrator(s) will have the discretion to make benefit determinations, decide claims and appeals for benefits under the Plan, and to construe and interpret all terms of the plan.

**(d) Other Coverage:**

In certain geographic areas, the Company may offer alternative health coverage under one or more HMOs selected by the Company. Further details of the in-network, out-of-network and out-of-area managed care coverage, other than as stated above, shall be provided in accordance with the benefit plan, as it may be amended by the Company from time to time.

**Section 3.**

**Dental Plan:**

Employees of the Company may elect to be covered under terms and conditions of a dental plan which is substantially similar to the terms of the Dental Expense Plan that apply to employees of the Verizon telephone companies as of the date of this Agreement. Employees of the Company who reside in areas served by the Dental Maintenance Organization (DMO) that covers employees of the Verizon telephone companies may elect instead to participate in a dental maintenance organization program with terms substantially similar to the terms of the DMO which exist on the date of this Agreement.

## **Section 4**

### **401(k) Savings Plan:**

Employees of the Company will be eligible to participate in the Verizon Savings and Security Plan (Non-Salaried Employees) in accordance with the same terms as apply to employees of the Verizon telephone companies, except that an employee who becomes eligible for a Company match after one year of service shall receive effective January 1, 2004 a Company match equal to 60% of the employee's Basic Contributions to the plan. Employee Basic Contributions shall be a percentage of basic weekly rate of pay, with a maximum Basic Contribution up to six percent of the basic weekly rate of pay. Except as provided above and with notice to the Union and opportunity to discuss, the Company has the discretion to amend the terms of the Verizon Savings and Security Plan from time to time.

## **Section 5**

After an employee accrues six (6) months of service, the Company will provide basic life insurance coverage in an amount equal to one (1) times annual basic pay, and Accidental Death and Dismemberment ("AD&D") coverage with an accidental death benefit equal to one (1) times annual basic pay. In addition, for each such employee, the employee may purchase, at the actual cost of coverage under the plan, one (1) or more of the following: (a) supplemental life insurance coverage, in amounts up to five (5) times annual basic pay, (b) dependent life insurance, in amounts of coverage determined by the Company up to \$25,000 for a spouse and up to \$5,000 for a child, and (c) dependent AD&D coverage, in amounts of coverage

determined by the Company up to \$50,000 for a spouse and up to \$5,000 for a child. Any insurance coverage on the life of a part-time employee will be pro-rated to take account of scheduled part-time service. Further details of the terms and conditions, consistent with the provisions stated in this paragraph, will be provided under the insurance benefit plans, as they may be amended by the Company from time to time.

## **Section 6**

### **Short Term Disability Benefits**

**(a) Benefits Offered:** The Company will provide for eligible employees on short term disability certain wage replacement benefits (the “Short Term Disability Plan” or the “Plan”).

**(b) Terms of Short Term Disability Plan:** The Short Term Disability Plan shall provide wage replacement benefits in accordance with the following terms:

**(1) Eligibility:** An employee will be eligible for wage continuation benefits under the Plan if he or she is a regular full-time or regular part-time employee of the Company, and has a qualifying total disability in which the first day of absence from work on account of the disability occurs in a calendar year in which the employee accrues at least one year of service as of December 31st of that year (in accordance with the table below).

**(2) Definition of Disability:** “Disability” shall mean a condition which, as determined in the discretion of the benefit administrator of the Short Term Disability Plan, is a direct result of a significant

adverse change in an Employee's physical or mental condition that causes the Employee to be unable to perform the regular duties of his or her position with the Company. For purposes of this Plan, so long as an Employee continues to be found by the Plan's benefit administrator to be undergoing a Disability, and is otherwise in compliance with the other terms and conditions of this Plan, the Employee will be considered to be "Disabled". As a condition of continuing eligibility to receive wage replacement benefits under the Plan, the Plan shall require the employee (i) to remain in the care of a physician, (ii) to ensure that the physician documents the employee's Disability and delivers such documentation of the clinical evidence of the employee's disability to the satisfaction of the benefit administrator, and (iii) to cooperate with the benefit administrator's efforts to communicate with the employee, obtain further information from the employee, schedule examinations, or otherwise assist the benefit administrator's role in monitoring and evaluating the ongoing status of the employee's Disability. As a further condition of eligibility for wage replacement benefits, the employee would be required to deliver a voluntary written release of the employee's otherwise confidential medical records relating to his or her Disability and associated medical conditions to the benefit administrator of the Plan and any independent medical expert which the administrator chooses to consult.

**(3) Absence Days:** The Plan is not intended to modify or eliminate the Company's existing program of incidental absence days (or sick days) which an eligible employee with sufficient service may qualify to receive.

(4) **Benefits Provided by the Plan:** Under the Plan, an eligible employee may qualify to receive a wage continuation benefit commencing on the 8th calendar day after the first day of absence from a scheduled day of work on account of Disability, and continuing for a number of days, based on years of service, as described in the table below, effective January 1, 2004. For purposes of the table below, (i) the employee’s “Service” is measured as of December 31st of the calendar year in which the first day of qualifying disability occurs, and “Full Day’s Pay” means, as of the first day of absence from work on account of Disability, the employee’s then-existing base wage rate per day (after proration for part-time service, in the case of an employee who is then scheduled to work part-time).

“Service” as of December 31st of calendar year	Maximum number of “Full Day’s Pay” per calendar year
< 1 year	0
1 year but < 5 years	15
5 years but < 10 years	25
10 years but < 15 years	35
15 years but < 20 years	45
20 years but < 25 years	55
25 or more years	65

Effective January 1, 2006 five (5) days shall be added to each category of Maximum number of “Full Day’s Pay” per calendar year set forth above except for those employees with less than one (1) year of “Service” as of December 31st of the calendar year as

set forth above. These changes, effective January 1, 2006, are reflected in the following table.

“Service” as of December 31st of calendar year	Maximum number of “Full Day’s Pay” per calendar year
< 1 year	0
1 year but < 5 years	20
5 years but < 10 years	30
10 years but < 15 years	40
15 years but < 20 years	50
20 years but < 25 years	60
25 or more years	70

**(5) No Carry Over:** Accrued but unused days of potential wage replacement benefits may not be carried over from one calendar year to the next.

**(c) Company Paid Health and Insurance Benefits:** The adoption of the Short Term Disability Plan is not intended to eliminate the Company’s existing practice of providing company-paid premiums for coverage under Company-sponsored medical, dental, life insurance and AD&D benefit plans during a period of absence on account of Disability, for a period of as much as 26 weeks, so long as the absence continues to be certified as a Disability, and so long as the Disability absence commences after the date as of which the employee had begun to be covered under such benefit plans, either on a Company-paid or employee-paid basis.

**(d) Legally Mandated Programs:** Nothing in this Plan is intended to eliminate any right an employee

may have to receive benefits under the Workers' Compensation laws of the several states; provided, however, that any wage replacement benefits that the employee may be eligible to receive under this Plan shall be reduced dollar-for-dollar by any Workers Compensation payments that the employee is receiving for the same time period. Nothing in this Plan is intended to eliminate any rights an employee may have under the federal law known as the Family and Medical Leave Act; provided, however, that paid and approved unpaid incidental absence days, and any period of approved Disability absence under this Plan (whether or not such days qualify for Full Day's Pay), shall count against an employee's eligible days for excused absence under FMLA so long as the Company determines that the employee's absence qualifies for excused absence under FMLA regulations.

## **Section 7**

### **Health Care Reimbursement Account Plan**

(a) The Company shall provide a Health Care Reimbursement Account Plan for the benefit of all "Eligible Employees" who voluntarily choose to participate.

(b) General Description: The Plan shall be a voluntary arrangement which enables an "Eligible Employee" to elect to save on a tax-favored basis for "Eligible Expenses" in connection with medical and other health care expenses incurred by the employee and any one or more "Dependents".

(c) Eligible Employees: An "Eligible Employee" shall mean a regular full-time or part-time employee with at least six (6) months of net credited service.

**(d) Dependents:** A “Dependent” shall mean the employee’s spouse (if any), and any person who qualifies as a “dependent” of the employee within the meaning of Section 152 of the Internal Revenue Code (the “Code”), and regulations, as amended from time to time.

**(e) Election to Contribute:** Under the Plan, the Company shall offer each Eligible Employee an annual opportunity, to elect in advance of a plan year to have the Company set aside from his or her pay, free of federal income tax and FICA (and in certain cases, free of state and local taxes) up to \$5,000 per year, but not less than \$100 per year, on a payroll withholding basis throughout the plan year. The employee’s election shall not reduce the employee’s benefit-bearing wages for purposes of the savings plan, group term life insurance plan, or any other benefit that is based on an employee’s wages.

**(f) Eligible Expenses:** The “Eligible Expenses” which shall be reimbursable from a participating employee’s Health Care Reimbursement Account shall be expenses which are deductible as medical expenses of the employee and his Dependents (as defined above) under Code Section 213(d), subject to exceptions and limitations to conform with IRS requirements.

**(g) Irrevocable Election:** Any unused amounts remaining in an employee’s Health Care Reimbursement Account after all claims have been submitted and processed by the deadline for the plan year must, as a matter of tax law, be forfeited. Any amounts forfeited will be utilized by the Plan, first, to reimburse the Plan for administrative costs and any

benefit amounts paid to employees in excess of their contributions, and to credit the remaining forfeited amount (if any), pro rata, to the Plan accounts of participants for the next plan year.

## **Section 8**

### **Dependent Care Reimbursement Account**

(a) The Company shall provide a Dependent Care Reimbursement Account Plan for the benefit of all “Eligible Employees” who voluntarily choose to participate.

(b) General Description: The Plan shall be a voluntary arrangement which enables an “Eligible Employee” to elect to save on a tax-favored basis for “Eligible Expenses” for child care or the care of certain other eligible “Dependents”.

(c) Eligible Employees: An “Eligible Employee” shall mean a regular full-time or part-time employee who has completed and delivered an enrollment form. There shall be no net credited service requirement.

(d) Dependents: A “Dependent” shall mean any person whose care is legally reimbursable under the Plan, in accordance with IRS regulations.

(e) Election to Contribute: Under the Plan, the Company shall offer each Eligible Employee an annual opportunity, to elect in advance of a plan year to have the Company set aside from his or her pay, free of federal income tax and FICA and FUTA (and in certain cases, free of state and local taxes) up to \$5,000 per year (subject to certain lesser limits applicable to certain employees under the Code), but not less than \$100 per year, on a payroll withholding

basis throughout the plan year. The employee's election shall not reduce the employee's benefit-bearing wages for purposes of the savings plan, group term life insurance plan, or any other benefit that is based on an employee's wages.

**(f) Eligible Expenses:** The "Eligible Expenses" which shall be reimbursable from a participating employee's Dependent Care Reimbursement Account shall be expenses which are eligible for reimbursement under IRS regulations.

**(g) Irrevocable Election:** Any unused amounts remaining in an employee's Dependent Care Reimbursement Account following the deadline for submission of claims for the plan year must, as a matter of tax law, be forfeited. Any amounts forfeited will be utilized by the Plan, first, to reimburse the Plan for administrative costs and any benefit amounts paid to employees in excess of their contributions, and to credit the remaining forfeited amount (if any), pro rata, to the Plan accounts of participants for the next plan year.

## **Section 9**

### **Care of Newborn Child Leave**

**(a)** A Care of Newborn Child (CNC) Leave of up to six (6) months will be granted to full-time employees in order to care for a newborn or newly adopted child. CNC Leaves will be granted as follows:

**(1)** The CNC Leave may commence within twelve (12) months of the birth or adoption of a child up to 18 years of age.

**(2)** The employee must apply for the leave and provide supporting documentation as soon as it is known that a leave will be needed.

**(3)** Employees are guaranteed reinstatement to a job of similar status and pay upon return from an approved period of leave, so long as (a) the employee would not have been otherwise subject to layoff, (b) the employee provides notice of intent to return no later than one month prior to the scheduled termination of the leave, and (c) the employee returns to work for reemployment as instructed.

**(4)** The Company will attempt to accommodate an employee wishing to return to work prior to the scheduled end of a CNC Leave.

**(5)** Coverage under Benefit Plans and Programs will be as follows:

**a)** Service credit will be granted for the entire period of the leave, if the employee returns to work at the conclusion of the leave.

**b)** The Company contribution for medical coverage in effect on the date the leave commenced will be continued during the leave.

**c)** Company provided Basic Life and AD&D coverage will continue during the leave.

**d)** Savings Plan contributions will be suspended during the leave. However, subject to IRS limitations, upon reinstatement at the end of the leave an employee may make up the contributions, in a single lump sum. This lump sum and matching Company contributions will go into the employee's selected investment fund(s). There will be no retroac-

tive calculation of investment earnings for the period of the leave.

e) Dependent Care Reimbursement Account contributions will be suspended, although claims may be processed for expenses incurred during the plan year.

f) Health Care Reimbursement Account contributions and claims may be continued under COBRA.

g) Coverage under the Short Term Disability Plan will not be continued during the leave.

h) Employees may elect to continue during the leave, at their own expense, Vision, Supplemental Life and AD&D, and Dependent Life and AD&D coverage.

(6) Employees may request Payment in Lieu of Unused Vacation during the leave.

(7) Employees on leave may be eligible to receive the Technician Incentive Pay Plan award, so long as the employee has met the eligibility requirements of that Plan. The incentive will be prorated based on the employee's status on the first day of each month.

(8) If the employee is eligible for FMLA on the date that the leave commences, the leave will be considered as FMLA leave, and will run concurrently with FMLA.

## **Section 10**

Disputes involving or related to any benefit under this Article and/or Letter of Understanding, Eligibility for Benefits, Benefits for Domestic Part-

ners (Attachment H) and/or Letter of Understanding, Continuing Eligibility for Medical, Vision, Dental Benefits Following a Covered Employee's Death (Attachment I) shall not be grieved or arbitrated, except that the Union may grieve and arbitrate an amendment to a benefit plan document that diminishes a benefit level or removes services covered by the plans without prior agreement of the Union.

**ARTICLE 13**  
**AGENCY SHOP**  
**(WHERE PERMITTED BY LAW)**

**Section 1**

Each employee who is a member of the Union or who is obligated to tender to the Union amounts equal to periodic dues on the effective date of this Agreement, or who later becomes a member, and all employees entering into the bargaining unit on or after the effective date of this Agreement, shall as a condition of employment, pay or tender to the Union amounts equal to the periodic dues applicable to members, for the period from such effective date, or in the case of employees entering into the bargaining unit after the effective date, on or after the thirtieth (30th) day of such entrance, whichever of these dates is later, until the termination of this Agreement.

**Section 2**

The condition of employment specified above shall not apply during periods of formal separation from the bargaining unit by any such employee but shall reapply to such employee on or after the thirti-

eth (30th) day following his return to the bargaining unit. The term “formal separation” includes removal from the payroll of the Company.

## **ARTICLE 14**

### **CHECKOFF AUTHORIZATION**

#### **Section 1**

The Company shall collect through payroll deduction, for each payroll period, in the amount certified by the Treasurer of the Union, regular Union membership dues or an amount equivalent thereto, in accordance with an authorization signed by the employee, and shall pay over to the Union the total amount of monies thus deducted. Employee authorization for such deduction shall be executed on a payroll deduction form, a copy of which is attached to this Agreement as Attachment B.

When sufficient pay is not available, they shall be deducted, when pay is sufficient, in any succeeding payroll period ending in the same month or the following month but not thereafter.

#### **Section 2**

Cancellation by an employee of authorization for such payroll deductions shall be effected by written notice to the Company, signed by the employee and addressed to the Company’s office of Human Resources. Upon receipt, thereof the Company shall honor any such cancellation. An employee’s authorization shall be automatically cancelled when the employee leaves the bargaining unit.

### **Section 3**

The Company shall furnish the Union monthly a record of the total amounts deducted. In addition, the Company will furnish a list of names and locations of new employees in the bargaining unit. The Company will also provide to the Union, on a monthly basis, a list of employees who have cancelled their authorization for payroll deduction of regular Union membership dues or an amount equivalent thereto.

## ***ARTICLE 15***

### **FEDERAL OR STATE LAWS**

#### **Section 1**

Should any valid Federal or State Law, or the final decision or order of any Court or national or state regulatory body of competent jurisdiction specifically affect any provisions of this Agreement, the provision or provisions so affected will be construed as having been changed to conform to the law or decision, and the other provisions of this Agreement will continue in full force.

## ***ARTICLE 16***

### **BOARD, LODGING AND TRAVEL**

#### **Section 1**

Where employees are assigned work requiring them to be absent from home overnight, they shall be provided with an allowance of twenty five dollars (\$25) first day, thirty dollars (\$30) intervening day(s)

and twenty five dollars (\$25) last day for board. Employees shall also be reimbursed for actual expenses incurred for lodging; normally, the Company will make the lodging arrangements.

## **Section 2**

Notwithstanding the Company's designation of certain assignments as "board and lodging assignments," the Company may permit the employee to choose between boarding and lodging and traveling daily between his home and the temporary work location. In cases where the employee elects to travel daily, he shall be granted an allowance of thirty dollars (\$30) first day, thirty five dollars (\$35) intervening day(s) and thirty dollars (\$30) last day and, in addition, excess travel time (the amount over normal commuting time) and excess mileage (the amount over the normal commuting distance) will be paid on the first and last days only.

## **Section 3**

(a) Home Garaging: When an employee is home garaging and: (1) is assigned to report to a work location to begin the work day which is at least twenty-five (25) miles further from his residence than the distance from his residence to his normal reporting work location, and/or (2) has a last work assignment which is at least twenty-five (25) miles further from his residence than the distance from his residence to his normal reporting work location, the employee will be paid an "excess travel time allowance" at the rate of thirty-five cents (\$.35) for each mile beyond the twenty-five (25) miles.

**(b) Use of Personal Vehicle (Reporting to First and/or Last Assignment of the Day):** When an employee uses his personal vehicle and: (1) is assigned to report to a work location to begin the work day which is at least twenty-five (25) miles further from his residence than the distance from his residence to his normal reporting work location, and/or (2) has a last work assignment which is at least twenty-five (25) miles further from his residence than the distance from his residence to his normal reporting work location, the employee will be paid as follows:

**(1)** paid an “excess travel time allowance” at the rate of thirty-five cents (\$.35) for each mile beyond the twenty-five (25) miles, and

**(2)** reimbursed for each mile beyond twenty-five (25) miles consistent with the Internal Revenue Service’s (IRS) standard mileage rate allowable as a business use deduction from gross income.

**(c) Use of Personal Vehicle During the Work Day:** Employees will not normally be required to use their personal vehicle for company business, however, when an employee uses his personal vehicle during the course of the work day to travel to work locations, he shall be reimbursed for all mileage incurred during the course of the work day, consistent with the Internal Revenue Service’s (IRS) standard mileage rate allowable as a business use deduction from gross income.

**(d)** In the event the IRS changes the standard mileage rate allowable as a business use deduction from gross income during the term of this Agreement, the Company will change the amount of the reimbursement accordingly effective on the first of the

second month following publication of the change by the IRS, but in no event prior to the effective date of the IRS increase.

#### **Section 4**

When an employee is assigned to work at a temporary work location which the Company determines is a “board and lodging assignment,” the employee will not be required to spend more than six (6) weeks away from the employee’s normal reporting location unless advised in advance that the assignment may last longer. At the conclusion of the “board and lodging assignment” the employee will return to his normal reporting location, subject to any force adjustment that may have occurred.

### ***ARTICLE 17***

## **LAYOFF PROCEDURE**

#### **Section 1**

Should the Company find it necessary to layoff employees, the procedure set forth in this Article shall be followed. The Company will decide the necessity for and will determine the extent of any required layoff, the effective date or dates thereof, and the job title(s), work groups and locations affected.

#### **Section 2**

In the event the Company determines to layoff employees, it shall first notify the Union of its intent in writing. Thereafter, the layoff shall be accomplished in the inverse order of seniority, providing the remaining employees have the skill and ability to per-

form the work, among employees with normal reporting locations within the affected location. Before laying off regular employees in a particular location, and title, temporary employees or employees hired for a fixed term in that location and title will be laid off.

### **Section 3**

Employees who are laid off shall be given at least three (3) weeks' notice of such layoff or three (3) weeks' pay in lieu of notice at the Company's discretion.

### **Section 4**

In hiring in any location in any affected title following a layoff, the Company will offer reemployment to qualified employees who have been laid off in that location in the affected title in the inverse order in which said employees were laid off, subject to the provisions of this paragraph. The Company will have fulfilled its obligation hereunder with respect to any laid off employee, by offering reemployment by registered mail addressed to the laid off employee's latest address as shown by the records of the Company. Any such laid off employee must respond and be available for reemployment within ten (10) days of the date of the registered mail receipt; otherwise the laid off employee shall be deemed to have refused reemployment and the Company's obligation under this paragraph shall be terminated. There shall be no obligation to offer reemployment to any employee who has been laid off more than one (1) year. It shall be the responsibility of laid off employees to inform the Company of changes in address.

(a) Any laid off employee offered reemployment must be able to meet the requirements of the available

job at the time such offer is made, including any normal drug-testing or other employment screens.

## ***ARTICLE 18***

### **TRANSFERS OF UNION REPRESENTATIVES**

#### **Section 1**

The Company agrees that it will not make any transfer of any steward or alternate (even though the steward or alternate is agreeable thereto) which affects his/her status as a duly certified steward or alternate of the Union, without first notifying the Union.

#### **Section 2**

The Company shall give the Union at least two (2) weeks written notice of the proposed transfer. If the Union objects to the transfer, the Union shall notify the Director of Labor Relations and the issue(s) surrounding the transfer shall be discussed. If, after the conclusion of discussion(s) with the Director of Labor Relations, the Union is still unsatisfied it may arbitrate the transfer only on the issue of whether the Company acted arbitrarily or in bad faith.

## ***ARTICLE 19***

### **INTERNAL CANDIDATE PROMOTION PLAN**

#### **Section 1**

In the event a job opportunity occurs in the bargaining unit, the job opening shall be posted on Company bulletin boards for up to 10 calendar days.

The posting will describe the position available and the qualifications required for the position. Employees who desire to apply for the job opportunity will complete the appropriate Senior Multi-Media Services Technician Job Application form and fax it to the telephone number indicated on the job posting. Local supervisors are required to review and sign the Job Application form(s).

## **Section 2**

If the Company determines to fill the vacancy with an internal candidate, the Company will determine who is the most qualified internal applicant for the position based on training, job experience, job performance, attendance and safety. In the event two or more applicants have substantially equal qualifications, the applicant with the greater net credited service will be awarded the position. In the event a second tie breaker is required, the selection will be made alphabetically based on the last name.

## **Section 3**

Employees who have been selected for the position may not apply for another posted opportunity for a period of eight (8) months. This restriction will be waived should the Company announce a lay-off situation.

## **Section 4**

The Company will make the selection of the most qualified applicant in a timely manner.

## **Section 5**

Once the decision has been made and the selected applicant has been notified and offered the posi-

tion, he/she will be transferred to the new position within 30 days of such notification and offer and will receive the appropriate wage treatment.

## **Section 6**

Requisitions are considered closed at the end of the posting date. Applicants who apply after the closing date will not be considered. Any additional positions that become available after a closing date will be posted and applicants must apply for the position in order to be considered.

## **Section 7**

Notwithstanding the aforementioned process for handling internal promotion opportunities, the Company reserves the right to hire from the external market.

## **Section 8**

Any disputes regarding the application of this agreement which is not resolved through the grievance procedure may be submitted to arbitration, as provided in Article 7, Arbitration, of the Collective Bargaining Agreement, but in that event, the decision of the Company shall be controlling unless the Company is shown to have acted arbitrarily or in bad faith.

# ***ARTICLE 20*** **PENSION PLAN**

## **Section 1**

Pension Plan for Employees: The Company will offer a defined benefit pension plan (the "Pension

Plan”) to eligible employees. An employee may commence participation in the plan on the later of January 1, 2001 or the date the employee attains six (6) months of service. To accomplish this result, the Company will amend the pension plan in which management employees of the Company participate (namely, the Bell Atlantic Cash Balance Plan (the “Plan”)) to cover eligible employees of the Company whose terms and conditions of employment are subject to the Collective Bargaining Agreement.

## **Section 2**

Eligible Employees: “Eligible” employees shall include full-time and part-time regular employees who satisfy the eligibility provision of the Plan that requires six (6) months of service.

## **Section 3**

Terms of Pension Plan: The Pension Plan shall provide benefits in accordance with all of the terms and conditions of the Plan that are applicable to management employees of the Company, except that (a) benefit bearing compensation shall be determined as stated in paragraph 4 of this section (and references to base “salary” in the Plan will be interpreted to apply to base wages), (b) the provisions relating to converting Management Pension Plan benefits as of December 31, 1995 or 1997 shall not apply because they are inapplicable to employees first covered by the plan at any time after those dates, (c) the special death benefits for employees hired prior to 1985 or 1991 shall not apply, and (d) “Pay Credits” (as defined in the plan document) under the Pension Plan shall be determined as follows:

“Points” (sum of years of service and age at start of plan year, as defined in the existing Plan)	Pay Credit Percentage” (as percent of benefit-bearing pay)
Less than 35	4.0%
At least 35, but not more than 49	4.5%
At least 50, but not more than 64	5.0%
65 or more	5.5%

#### **Section 4**

Benefit Bearing Pay: For purposes of the Pension Plan, an employee’s benefit-bearing pay shall be the gross pre-tax amount, when paid, of an employee’s base wages (not including any overtime pay) and an employee’s actual incentive award (if any) under the Technician Incentive Pay Plan. The benefit-bearing pay shall not be reduced by the amount of any contributions that the employee may contribute to the Savings Plan or contribute toward the cost of coverage under any other benefit plan. For an employee who commences participation after attaining six (6) months of service, the provisions of the Pension Plan that credit the employee with “Pay Credits” and “Interest Credits” (as defined in the existing Pension Plan) retroactive to the employment commencement date shall be applicable, subject, however, to a transition rule which provides retroactive Pay and Interest Credits to a date no earlier than the January 1, 2001 effective date of the Company’s adoption of the Pension Plan.

#### **Section 5**

Bargaining Rights: The Union acknowledges that the Pension Plan has other participants who are not

covered by the collective bargaining agreement and that with respect to those participants the Company may choose in its sole discretion to terminate or amend any aspect of the Plan without notice. The Union therefore consents to any amendments to the Pension Plan that the Company chooses to make during the term of the collective bargaining agreement (including amendments affecting represented employees under this Agreement), except (1) that the Company shall not, during the term of this Agreement, terminate the Pension Plan as it applies to participating employees who are represented under this collective bargaining agreement or change the "Pay Credit Percentages" (as defined in the existing Pension Plan) applicable to the participating employees who are represented under the collective bargaining agreement, (2) the Company shall not retroactively reduce any accrued benefits, and (3) the amendments are also applicable to management employees in the Plan. The Union acknowledges that it has hereby clearly and unmistakably waived any right to bargain over any such change to the Pension Plan (or any change in administrative provisions that do not alter benefit levels or benefit features) during the period covered by the collective bargaining agreement.

## **Section 6**

Without negating any provision in paragraph 5, prior to implementation of a Pension Plan amendment that would affect benefit levels or benefit features affecting bargaining unit employees, the Company will notify the Union and give them an opportunity to express their concerns regarding those amendments.

**ARTICLE 21**  
**DEFINITIONS**

**Section 1**  
**Calendar Week -**

A consecutive period of seven (7) days, the first day of which is Sunday.

**Section 2.**  
**Holiday Work -**

Any time worked on an authorized holiday.

**Section 3.**  
**Non-Scheduled Day -**

A day on which an employee is not assigned or scheduled to work. An employee may be required to work in excess of a scheduled work day or work week.

**Section 4.**  
**Normal Work Day (Tour) -**

A normal work day for full-time employees shall consist of eight (8) or up to a maximum of ten (10) scheduled hours, exclusive of a meal period. Meal periods shall be a minimum of one-half hour (30 minutes) in length, or not to exceed one hour (60 minutes), as directed by supervision.

**Section 5.**  
**Normal Work Week -**

A normal work week for full-time employees shall consist of five (5) scheduled work days (tours) in a calendar week. An alternative work week may be implemented which is less than five (5) scheduled

work days (tours) with at least 48 hours notice, at supervision's discretion.

## **Section 6**

### **Employee Classification -**

Full-time employee - one who is engaged to work a normal work week or alternative work week of forty (40) hours.

Part-time employee - one who is engaged to work less than forty (40) hours per normal work week.

## **Section 7**

"Union" - shall mean and include the Communications Workers of America (District 2 and the Delaware unit in District 13).

## **Section 8**

"Company" - shall mean and include Verizon Connected Solutions Inc. ("Connected Solutions").

## **Section 9**

"Net Credited Service" (NCS) - shall mean term of employment. For breaks in service of less than six (6) months, NCS shall be immediately bridged upon reemployment.

## **Section 10**

Work Schedules - Posting - Work schedules shall be posted for all employees during the third week preceding the work week involved; the Company may subsequently change the schedule(s) to meet business needs provided it notifies the affected employee(s) no later than forty-eight (48) hours in advance of the start time of the revised work schedule(s). The Company

will endeavor to rotate schedules consistent with the needs of the business. This provision on rotating schedules may not be arbitrated, however, after rotating schedules have been in effect for one year, a Company General Manager and the Director of Labor Relations will meet with the Union to discuss its concerns or recommendations regarding rotating schedules.

## **Section 11**

Call-Outs - A “call-out” is a request to report to work on a nonscheduled day or during non-scheduled hours to work an unspecified period of time provided the employee is requested to report to work as soon as possible after receiving the request.

(a) In cases where an employee receives a call-out, work time shall be considered as starting when the employee leaves his residence and if he returns to his residence before starting his scheduled normal tour, his work time shall be considered as ending upon his arrival at his residence. In cases where the employee starts his scheduled normal tour, his call-out shall end upon the starting of such tour.

(b) An employee working a call-out which is not consecutive with a scheduled tour will receive a minimum of three (3) hours’ pay computed at his basic hourly rate. The Company may assign an employee to work for the full amount of time actually paid.

## **Section 12**

### **Job Descriptions**

(a) Multi-Media Services Technician: the Multi-Media Services Technician (MMST) may perform functions associated with the installation and maintenance/repair of all facilities and equipment, including

but not limited to, telephony, video and data, from what is commonly referred to as the terminal/tap/ONU up to and including CPE and other termination points/outlets inside and outside the customer's premises and between customer locations for residence and business customers. These duties normally include:

- Work associated with the terminal/TAP/ONU, drop wire (loop), NID and customer premises inside wire and CPE;
- Planning, installation and maintenance/repair of integrated wire (e.g., fiber, copper, coax, and other newly created facilities) and wireless solutions for voice, data, audio, video, security, computers, and other infrastructure components (e.g., wire closets, gateways, home office networks) for residential and business customers;
- Installation and routine maintenance of equipment and hardware (e.g., multi-media outlets, cameras, speakers, intercoms, security modules, audio, video, plug-and-play components, telephones, fax machines);
- Requisite acceptance and certification testing of wire and wireless solutions, equipment and hardware;
- Administrative tasks associated with the work.

**(b) Senior Multi-Media Services Technician:** the principal duties of the Senior Multi-Media Services Technician (SMMST) shall include all of the duties of the Multi-Media Services Technician along with the

installation and repair work on more complex premises devices and systems associated with telephony, video and personal computing services. The primary distinction between the MMST and the SMMST is the responsibility for programming and software loading of common equipment (e.g., central processing units, servers, routers). The SMMST is required to have the necessary knowledge, training, and experience to work on these complex devices and systems. These duties normally include:

- The actual installation and repair work on devices and systems which require advanced training. These devices and systems include but are not limited to, PCs, televisions, VCRs, video cameras, set-top devices, audio systems, fiber, digital, v-band, telephone sets with screens, complex telephone systems, PBX's, high speed private line services, networking apparatus, printers, fax machines, and other associated equipment that supports these devices and systems.
- Work on these communication and video services will include detailed set up of all hardware, firmware, software, configuring, adjustment, individual sub-component replacements, and advanced testing/diagnosis. The work content also includes site surveys, building communication closets, pulling cable, splicing (both copper cable and fiber optics), and all administrative tasks associated with the work.

(c) In the event the Company changes the job content of either the MMST job title or the SMMST

job title by adding substantially greater requirements for job duties, responsibility, knowledge or skills, the Union shall have the right to grieve and arbitrate the rate of pay for that job title.

**ARTICLE 22**  
**DURATION OF AGREEMENT**

**Section 1**

This Agreement shall be effective as of August 3, 2003 and shall continue in full force and effect until its termination at 11:59 p.m. on August 2, 2008.

**SIGNATURES**

**FOR THE COMPANY:**

(Original Signed)

Paul C. Galante  
Chairman

(Original Signed)

Tom Stribling

(Original Signed)

Edward J. Ruby

(Original Signed)

Kandle N. Clark

(Original Signed)

Noreen L. Poole

Bargaining Secretary

**FOR THE CWA:**

(Original Signed)

Richard Verlander  
Chairman

# ATTACHMENT A

## BASIC HOURLY WAGE SCHEDULES

EFFECTIVE AUGUST 3, 2003 (3.50% INCREASE)

### MULTI-MEDIA SERVICES TECHNICIAN

<u>WAGE STEP</u>	<u>HOURLY RATE</u>
Minimum Start	\$11.17
6 Month	\$12.37
12 Month	\$13.59
18 Month	\$14.78
24 Month	\$16.00
30 Month	\$16.58
36 Month	\$17.44
42 Month	\$18.31
48 Month	\$19.17

### SENIOR MULTI-MEDIA SERVICES TECHNICIAN

<u>WAGE STEP</u>	<u>HOURLY RATE</u>
Minimum Start	\$18.44
6 Month	\$18.81
12 Month	\$19.75
18 Month	\$20.35
24 Month	\$20.66
30 Month	\$21.23
36 Month	\$21.81
42 Month	\$22.38
48 Month	\$22.95

EFFECTIVE AUGUST 8, 2004 (3.50% INCREASE)

**MULTI-MEDIA SERVICES TECHNICIAN**

<u>WAGE STEP</u>	<u>HOURLY RATE</u>
Minimum Start	\$11.56
6 Month	\$12.80
12 Month	\$14.07
18 Month	\$15.30
24 Month	\$16.56
30 Month	\$17.16
36 Month	\$18.05
42 Month	\$18.95
48 Month	\$19.84

**SENIOR MULTI-MEDIA SERVICES TECHNICIAN**

<u>WAGE STEP</u>	<u>HOURLY RATE</u>
Minimum Start	\$19.09
6 Month	\$19.46
12 Month	\$20.44
18 Month	\$21.06
24 Month	\$21.38
30 Month	\$21.97
36 Month	\$22.57
42 Month	\$23.16
48 Month	\$23.75

EFFECTIVE AUGUST 7, 2005 (3.0% INCREASE)

**MULTI-MEDIA SERVICES TECHNICIAN**

<u>WAGE STEP</u>	<u>HOURLY RATE</u>
Minimum Start	\$11.91
6 Month	\$13.19
12 Month	\$14.49
18 Month	\$15.76
24 Month	\$17.06
30 Month	\$17.68
36 Month	\$18.59
42 Month	\$19.52
48 Month	\$20.43

**SENIOR MULTI-MEDIA SERVICES TECHNICIAN**

<u>WAGE STEP</u>	<u>HOURLY RATE</u>
Minimum Start	\$19.66
6 Month	\$20.05
12 Month	\$21.05
18 Month	\$21.69
24 Month	\$22.02
30 Month	\$22.63
36 Month	\$23.25
42 Month	\$23.85
48 Month	\$24.46

EFFECTIVE AUGUST 6, 2006 (3.0% INCREASE)

**MULTI-MEDIA SERVICES TECHNICIAN**

<u>WAGE STEP</u>	<u>HOURLY RATE</u>
Minimum Start	\$12.26
6 Month	\$13.58
12 Month	\$14.92
18 Month	\$16.23
24 Month	\$17.57
30 Month	\$18.21
36 Month	\$19.15
42 Month	\$20.10
48 Month	\$21.05

**SENIOR MULTI-MEDIA SERVICES TECHNICIAN**

<u>WAGE STEP</u>	<u>HOURLY RATE</u>
Minimum Start	\$20.25
6 Month	\$20.65
12 Month	\$21.68
18 Month	\$22.34
24 Month	\$22.68
30 Month	\$23.31
36 Month	\$23.95
42 Month	\$24.57
48 Month	\$25.20

EFFECTIVE AUGUST 5, 2007 (3.0% INCREASE)

**MULTI-MEDIA SERVICES TECHNICIAN**

<u>WAGE STEP</u>	<u>HOURLY RATE</u>
Minimum Start	\$12.63
6 Month	\$13.99
12 Month	\$15.37
18 Month	\$16.72
24 Month	\$18.10
30 Month	\$18.75
36 Month	\$19.72
42 Month	\$20.71
48 Month	\$21.68

**SENIOR MULTI-MEDIA SERVICES TECHNICIAN**

<u>WAGE STEP</u>	<u>HOURLY RATE</u>
Minimum Start	\$20.86
6 Month	\$21.27
12 Month	\$22.33
18 Month	\$23.01
24 Month	\$23.36
30 Month	\$24.01
36 Month	\$24.66
42 Month	\$25.31
48 Month	\$25.95

## **ATTACHMENT B**

\_\_\_\_\_  
EMPLOYEE'S LAST NAME

\_\_\_\_\_  
FIRST NAME AND M.I.

\_\_\_\_\_  
SOCIAL SECURITY NO.

### ***PAYROLL DEDUCTION AUTHORIZATION FOR AMOUNT EQUIVALENT TO UNION DUES***

**TO: VERIZON CONNECTED SOLUTIONS, INC.**

I hereby authorize and request Verizon Connected Solutions Inc. ("Connected Solutions") to deduct from my wages, vacation or benefit payments, and/or lump-sum payments or distributions an amount equivalent to the periodic membership dues established by the Communications Workers of America ("CWA"). I am voluntarily making this authorization, which is not conditioned on, or in exchange for, my present or future membership in CWA. I intend this authorization to continue, except if cancelled as described below, regardless of my membership status, and I intend this authorization to constitute a contract between me and Connected Solutions.

I understand and agree that deductions shall be made pursuant to this authorization in such amounts as shall be certified in writing to Connected Solutions by CWA. If Connected Solutions fails for any reason to deduct a certified amount during any payroll period, I authorize Connected Solutions to deduct that amount during one or more subsequent periods. I authorize and request Connected Solutions to transmit all amounts deducted hereunder to CWA. I understand and agree that such transmittal is the only

responsibility assumed by Connected Solutions in connection with any deduction hereunder.

I intend this authorization to take effect on the date set forth below, and to supersede any authorization for deduction of membership dues or their equivalency in effect prior to that date. I understand and agree that this authorization shall be automatically cancelled if and when I cease employment with Connected Solutions in the bargaining unit represented by CWA. I understand and agree that this authorization shall otherwise continue in effect unless and until cancelled by written notice of revocation signed by me and individually sent to and received by Connected Solutions and CWA.

Union membership dues and agency fees are not deductible as charitable contributions for Federal Income Tax purposes. Dues and agency fees, however, may be deductible in limited circumstances subject to various restrictions imposed by the Internal Revenue Code.

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DATE

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SIGNATURE OF EMPLOYEE

## ATTACHMENT C

August 3, 2003

### **Re: Scope of Work**

It is the Company's understanding that during 2000 contract negotiations between Verizon OTCs and the CWA, in the former Bell Atlantic South jurisdictions, the OTCs agreed to discontinue over a certain period of months the subcontracting of "repair of drops" to Verizon Connected Solutions, Inc.. The Company acknowledges that as separate companies, the OTCs have the right to discontinue subcontracting such work. If this agreement on subcontracting is finalized between the OTCs and the CWA, the Company will adjust its operations accordingly and consistent with any timeframes Verizon OTCs specify.

Notwithstanding the potential or actual loss of "repair of drop" work, the CWA acknowledges the competitive nature of the Company's deregulated Enhanced Services lines of business and is committed to assisting the Company expand in this area. The Company's deregulated Enhanced Services product line involves the design, installation and maintenance of integrated wire (e.g., fiber, copper, coax and any other newly created facilities) and wireless solutions for voice, data, video, audio, security, computer applications, hardware, equipment, and software for residential and commercial customers only from what is commonly referred to as the terminal/tap/ONU up to and including the "set top box" and other termination points and outlets within the subscriber's residence and/or place of business. This work includes connecting the inside integrated wire to the subscriber's equipment and performing associated functions in the

subscriber's premises. Furthermore, these deregulated Enhanced Services will be performed inside and outside the customer's premises and between multiple customer locations (e.g., campus environment, multiple dwelling units (MDUs)) only between the terminal/tap/ONU and the subscriber's equipment in the subscriber's residence and/or place of business. To that end, the CWA agrees not to challenge or seek to limit the scope of work within Enhanced Services or to challenge the work jurisdiction of the Company's Technicians (Multi-Media Services Technician and Senior Multi-Media Services Technician) provided that the work they do is performed between the terminal/tap/ONU and the subscriber's equipment in the subscriber's residence and/or place of business. As used herein, the word "only" is intended to identify the work jurisdictional geography in which bargaining unit employees perform their work duties. It does not limit the duties the employees perform. Attached are two diagrams which show examples of geography where bargaining unit employees perform work.

Connected Solutions Work Jurisdiction Geography  
Work Beyond the Serving Terminal

(ARTWORK)

Connected Solutions Work Jurisdiction Geography  
Work Beyond MPOP

(ARTWORK)

# ATTACHMENT D

August 3, 2003

## Re: Union Orientation

During 2000 contract negotiations, the Company and Union agreed to meet within 90 days following contract ratification to discuss issues surrounding the Union's ability to meet with newly hired employees as part of the overall employee orientation session for the purpose of furnishing these new employees with information about the Union and the collective bargaining agreement. The objective of this meeting is to identify issues, guidelines, parameters, expectations and problem resolution procedures associated with the Union's continued and conditional participation in this employee orientation process.

The Company and CWA confirm their commitment to this matter by affixing their representative's signature below.

### **FOR THE COMPANY:    FOR THE CWA:**

(Original Signed)  
Paul C. Galante  
Chairman

(Original Signed)  
Jann Buttiglieri  
Co-Chairman

(Original Signed)  
Terry Tipping  
Co-Chairman

## **ATTACHMENT E**

### **AMENDED LETTER OF UNDERSTANDING - SUBCONTRACTING WORK VERIZON CONNECTED SOLUTIONS, INC. - CWA**

August 3, 2003

Except for the types of work or situations listed in the next paragraph, Verizon Connected Solutions, Inc. (Connected Solutions),: will (1) make regular use of employees in the bargaining unit for routine installation, maintenance and repair of communications facilities and equipment (including, but not limited to, telephone and video) from what is commonly referred to as the terminal/TAP/ONU up to and including the “set top box” and other termination points and outlets within the customer’s residence and/or place of business and (2) will not subcontract the portion of this work involving installation and maintenance on telephone loops/drops (excluding installation of video/telephony composite drops) prior to offering to Verizon Delaware Inc., Verizon Maryland Inc., Verizon Virginia Inc., Verizon Washington D.C. Inc., or Verizon West Virginia Inc., (hereinafter Verizon OTCs) the opportunity to do this work. Furthermore, the Company will not use contractors to perform this work (a) where a layoff of bargaining unit employees would be the direct result or (b) where a layoff has occurred, unless and until all such laid off former regular employees who retain recall rights and are available and qualified to perform such work have been offered reemployment.

The work described in the preceding paragraph does not include the following work or situations:

- burying, trenching, use of Flow Mole or similar technologies, conduit, innerduct, rods, or other structures used to support, route or enclose communications facilities, and in the case of customer-owned facilities, placement and repair of poles, strand, anchors, guys and tree trimming;
- emergencies, peak work loads and in those situations where there are insufficient qualified employees to meet the needs of the business; and,
- work performed by employees of Verizon OTCs and Verizon Services Corp., pursuant to written arrangements between Connected Solutions and those companies.

For the term of this Agreement expiring August 2, 2008 this constitutes a modification to Management's Right to subcontract under Article 3 of the Agreement.

**FOR THE COMPANY:**

(Original Signed)

Paul C. Galante  
Chairman

**FOR THE CWA:**

(Original Signed)

Richard Verlander  
Chairman

## **ATTACHMENT F**

August 21, 2000

### **Re: Connected Solutions Managed Care Health Plan - Opt-In Feature**

This is to confirm that employees who are eligible for coverage under the Connected Solutions Managed Care Health Plan (MCHP) but who live “out of area” (that is, in a geographic area that is not within the network) may, during the annual open enrollment period, elect to “opt into” the network plan, and will be covered by all of the provisions of the network plan. Such election will remain in effect throughout the applicable plan year.

#### **FOR THE COMPANY:**

(Original Signed)

Paul C. Galante, Chairman

## ATTACHMENT G

August 21, 2000

### **Re: Home Garaging**

During 2000 contract negotiations, the Company and Union agreed to meet within 90 days following contract ratification to discuss issues surrounding the Union meeting with employees who Home Garage.

### **FOR THE COMPANY: FOR THE CWA:**

(Original Signed)

Paul C. Galante  
Chairman

(Original Signed)

Jann Buttiglieri  
Co-Chairman

(Original Signed)

Terry Tipping  
Co-Chairman

## **ATTACHMENT H**

September 4, 2003

### **Letter of Understanding**

#### **Eligibility for Benefits**

#### **Benefits for Domestic Partners**

The Company and the Union acknowledge that they have entered into an agreement, dated September 4, 2003 and effective January 1, 2004, regarding domestic partners as described and identified in the "Domestic Partner Agreement".

#### **FOR THE COMPANY: FOR THE CWA:**

(Original Signed)

Paul C. Galante  
Chairman

(Original Signed)

Richard Verlander  
Chairman

# ATTACHMENT I

September 4, 2003

## Letter of Understanding

### **Continuing Eligibility for Medical, Vision, Dental Benefits Following a Covered Employee's Death**

In the event of an employee's death who is covered under the Company-sponsored medical, vision, and/or dental plans on the date immediately preceding his death, then the employee's eligible dependents, who are covered under the employee's health plans, shall continue to be covered under such plans through the last day of the twelfth month following the employee's death, provided such eligible dependents would otherwise be eligible for coverage had the employee not died.

#### **FOR THE COMPANY: FOR THE CWA:**

(Original Signed)

Paul C. Galante  
Chairman

(Original Signed)

Richard Verlander  
Chairman

## ATTACHMENT J

September 4, 2003

### Letter of Understanding

#### Discussion of New Title

The parties acknowledge their intent to provide optimum customer service with the purpose of growing the business and enhancing strategic opportunities. To that end, the parties agree that no later than 60 days after ratification representatives of the Company and the Union will meet to discuss the creation of a new title called Assistant Multi-Media Services Technician (AMMST) and the wage schedule associated with that title.

#### **FOR THE COMPANY: FOR THE CWA:**

(Original Signed)

Paul C. Galante  
Chairman

(Original Signed)

Richard Verlander  
Chairman